

The Travelers
Control Policy

SPECIAL FORM
(Forming part of Section I)

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7. **Property Removal** - Coverage A or B applies to direct loss by removal of property from premises endangered by a peril not otherwise excluded including coverage pro rata for 30 days at each proper place to which the property shall necessarily be removed for preservation from or repair of damage caused by such peril.
 8. **Specified Property** - Coverage A applies to walks, roadways, curbing and paved surfaces outside of buildings, fences, retaining walls, and lawns, trees, plants and shrubs not grown for commercial purposes, located on a premises, only against direct loss by fire, lightning, explosion, riot, civil commotion or aircraft, for an amount not exceeding \$250 on any one tree, plant or shrub, including expenses incurred in removing their debris, not more than \$1,000 in any one occurrence.
 9. **Valuable Papers and Records** - Coverage B applies to the cost of research and other expenses necessarily incurred to reproduce, replace or restore valuable papers and records and recording or storage media located on a premises designated in the declarations, for an amount not exceeding \$1,000 in any one occurrence.
- C. **Additional Exclusions** - This form does not insure against loss:
- Under Coverages A and B-**
- (1) to awnings, outdoor equipment, or other property, all while outside of buildings, caused by ice, snow or sleet;
 - (2) to outdoor swimming pools, piers, wharves, docks, beach or diving platforms or their appurtenances (when such property is specifically insured by the policy); except for direct loss by specified perils other than impact of watercraft;
 - (3) to signs outside a building except for direct loss by specified perils other than vandalism and malicious mischief;
 - (4) to plumbing, heating, air conditioning or other equipment or appliances (except fire protective systems) or by discharge, leakage or overflow from such equipment or appliances caused by or resulting from freezing while the building is vacant or unoccupied; unless the Named Insured shall have exercised due diligence with respect to maintaining heat in the building or unless such equipment and appliances had been drained and the water supply shut off during such vacancy or unoccupancy;
 - (5) to machines or machinery caused by rupture, bursting or disintegrating of their rotating or moving parts resulting from centrifugal or reciprocating force;
 - (6) to: (a) steam boilers, steam pipes, steam turbines or steam engines caused by any condition or occurrence within such boilers, pipes, turbines or engines, except direct loss resulting from explosion of accumulated gases or unconsumed fuel within the fire box or combustion chamber of any fired vessel or within the flues or passages which conduct the gases of combustion therefrom; or (b) hot water boilers or other equipment for heating water caused by any condition or occurrence within such boilers or equipment other than an explosion;
 - (7) to a new building under construction, including materials, equipment and supplies therefor, except for direct loss by specified perils other than burglary, robbery, collapse of building or falling objects;
 - (8) by work upon or installation of property unless direct loss by specified perils ensues, and then The Travelers shall be liable only for such ensuing loss;
 - (9) by: (a) shortage of property disclosed by taking inventory; (b) mysterious or unexplained disappearance; or (c) voluntary parting with title or possession of any property by the Named Insured or others to whom the property may be entrusted if induced to do so by any fraudulent scheme, trick or device, or false pretense; but exclusions (b) and (c) do not apply to property in the custody of a bailee;
 - (10) by deterioration, inherent vice, inherent or latent defect, wear and tear, rust, corrosion, insects or vermin; unless direct loss by specified perils ensues, and then The Travelers shall be liable only for such ensuing loss;
 - (11) by failure or breakdown of machinery or equipment; unless direct loss by specified perils ensues, and then The Travelers shall be liable only for such ensuing loss;
- Under Coverage A -**
- (12) to glass (other than glass building blocks) except for direct loss by specified perils other than burglary or vandalism and malicious mischief;

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- (13) to the interior of a building caused by rain, snow, sleet or dust, all whether driven by wind or not, unless: (a) the building shall first sustain an actual damage to roof or walls by the direct action of wind or hail, and then The Travelers shall be liable for direct loss to the interior of the building as may be caused by rain, snow, sleet or dust entering the building through openings in the roof or walls made by direct action of wind or hail; or (b) direct loss results from specified perils other than windstorm or hail;
- (14) by settling, cracking, shrinkage, bulging or expansion of pavements, foundations, walls, floors, roofs or ceilings; unless direct loss by a peril not otherwise excluded ensues, and then The Travelers shall be liable only for such ensuing loss;
- (15) by theft or attempted theft of property that is not an integral part of the building at the time of loss unless direct loss by a peril not otherwise excluded ensues, and then The Travelers shall be liable only for such ensuing loss;
- (16) by animals or birds; mold, wet or dry rot; smog; smoke, vapor or gas from agricultural or industrial operations; unless direct loss by a peril not otherwise excluded ensues, and then The Travelers shall be liable only for such ensuing loss;

Under Coverage B —

- (17) to live animals, birds or fish; except by death or destruction directly resulting from or made necessary by specified perils;
- (18) to property while being used in any test, experiment or research project; except for direct loss by specified perils;
- (19) to: (a) furs or articles containing fur for which represents their principal value; or (b) jewelry, watches, watch movements, jewels, pearls, gems, precious or semi-precious stones, gold, silver, platinum and other precious alloys or metals;
- (20) by breakage of glass, glassware, statuary, marbles, bric-a-brac, porcelains and other articles of a fragile or brittle nature; except for direct loss by specified perils; however, this exclusion does not apply to lenses of photographic equipment or scientific instruments;
- (21) by theft or attempted theft unless resulting from burglary or robbery, and then only if burglary and robbery coverage is shown as applicable in the declarations;
- (22) due to any fraudulent, dishonest, or criminal act or omission by the Named Insured, or any partner, officer, employee, director, trustee or authorized representative of the Named Insured, while working or otherwise and whether acting alone or in collusion with others, or by persons to whom the property is entrusted; but this exclusion does not apply to: (a) an ensuing direct loss by specified perils other than burglary or robbery, if the loss arises from an act or omission by a person other than the Named Insured; or (b) property in the custody of a carrier for hire or other bailee;
- (23) by: (a) any legal proceeding or threat thereof; (b) delay or loss of market; or (c) consequential loss of any kind except as provided in Coverages C and D or in the Extensions "Debris Removal" and "Extra Expense" under "Extensions of Coverage" in this form;
- (24) by faulty workmanship or materials unless direct loss by specified perils ensues, and then The Travelers shall be liable only for such ensuing loss; or
- (25) by: (a) marring or scratching except for direct loss by specified perils; or (b) dampness or dryness of atmosphere or changes in temperature.

D. Special Limits of Liability. — The Travelers shall not be liable in any one occurrence:

- (1) under Coverage B, for loss by burglary of radium or controlled drugs for more than \$1,000; or
- (2) under Coverage A, for more than \$1,000 for loss to glass caused by sonic boom.

E. Additional Definitions

- 1. "Burglary" means the felonious abstraction of property from within a building, or a room, closet or safe within a building, by a person feloniously entering or exiting from such building, room, closet or safe by actual force and violence as evidenced by visible marks made by tools, explosives, electricity, or chemicals upon, or physical damage to, the exterior thereof at the place of such entry, or the interior thereof at the place of such exit.

"Burglary" includes attempted burglary.

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(Forming part of Section I)

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"Safe" means a safe or vault, the door or doors of which are equipped with at least one combination lock and which doors shall be locked by all such locks at time of loss.

2. "Collapse of building" means only the sudden falling in of a substantial structural portion of the building.

3. "Falling objects" means loss caused by falling objects, but excluding loss to: (a) the interior of the building or property within the building unless the building shall first sustain an actual damage to the exterior of the roof or walls by the falling objects; (b) glass (other than glass building blocks) constituting part of a building; or (c) personal property outside buildings.

4. "Robbery" means the felonious taking of the property: (a) by violence or threat of violence inflicted upon a custodian; (b) by any other overt felonious act committed in a custodian's presence and of which he was actually cognizant; or (c) from the person or direct care, custody or control of a custodian who has been killed or rendered unconscious.

"Robbery" includes attempted robbery.

"Custodian" means the Named Insured, a partner or an officer thereof or any employee who is in the regular service of and authorized by the Named Insured to have the care, custody or control of the property.

5. "Sonic boom" means shock waves generated by aircraft.

6. "Specified Perils"

Coverages A and B (except property in due course of transit) — Subject to the applicable exclusions and limitations of the policy, "specified perils" means direct loss by any of the following: (1) fire, lightning, windstorm, hail, explosion, riot, civil commotion, smoke, vandalism and malicious mischief or leakage or discharge of water or other substances from within an automatic sprinkler system; and (2) as defined herein, burglary, collapse of building, falling objects, robbery, sonic boom, vehicles or aircraft or water damage.

b. Property in due course of transit — Subject to the applicable exclusions and limitations of the policy, "specified perils" means direct loss by any of the following: fire, lightning, windstorm, hail, explosion, riot, civil commotion, smoke, vandalism and malicious mischief; or the transporting conveyance's collision (except contact with roadbed), upset, overturn or derailment.

"Vehicles or aircraft" means only physical contact between aircraft (including objects falling therefrom) or vehicles and the insured property or buildings containing the insured property. The Travelers shall not be liable for loss: (a) by any vehicle owned or operated by the Named Insured or by any occupant of the premises; or (b) to the contents of aircraft or vehicles.

8. "Water damage" means the accidental discharge, leakage or overflow of water or steam from within: (a) a plumbing, heating, refrigerating or air conditioning system; (b) an industrial or domestic appliance; or (c) storage tanks for the supply of a plumbing system, elevator tanks and cylinders, or standpipes for fire hose.

F. Additional Condition — This form is subject to: (1) any declarations, form of endorsement indicated as applicable to it; (2) the SECTION I PROVISIONS FORM except as otherwise provided in this form; and (3) the GENERAL PROVISIONS FORM.

G. State Exceptions — Applicable to the States Indicated:

1. Massachusetts and Minnesota — As respects loss by fire or lightning, the words "all risks of direct physical loss" under "Insuring Agreement" and "direct loss" under "Extensions of Coverage" of this form are amended to read "all loss".
2. South Carolina; and in Florida for properties located in the Counties of Broward, Dade, Martin, Monroe and Palm Beach, and in all areas East of the West Bank of the Inter-Coastal Waterway in the Counties of Indian River and St. Lucie — This form does not insure against loss caused in any manner by windstorm to paint or waterproofing material applied to the exterior of a building. The value of such paint or waterproofing material shall not be included in the determination of value when applying the Coinsurance Provision applicable to loss from windstorm.

The Travelers
Commercial PoliciesSECTION II COVERAGE DECLARATIONS B
(Applicable to Section II Special Provisions Endorsement B)Symbol 2198
Page 1 of 1

1. Policy No: **650-584A016-3-COF-76** Issue Date: **10/5/76**
2. Effective Date - These declarations are effective on the policy's effective date stated in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective _____ and replace any SECTION II COVERAGE DECLARATIONS B of a prior effective date.
3. Applicable Provisions - Only a provision for which an "X" is inserted applies.

"X"

Provision Title and Entries

- (1) ☐ **ADDITIONAL INSURED (OWNERS OR CONTRACTORS)**
Name of Person or Organization (Additional Insured):

Location of Covered Operations:
- (2) ☐ **ADDITIONAL INSURED (OWNERS OR LESSEES)**
Name of Person or Organization (Additional Insured):
- (3) ☐ **BROAD FORM PROPERTY DAMAGE**
☐ Includes "completed operations"
Classification:
- (4) ☒ **EXCLUSION (COLLAPSE HAZARD) B-225A(4)**
Class No. and Description:
STREET OR ROAD CONSTRUCTION OR MAINTENANCE CLASS 16112XCU
- (5) ☒ **EXCLUSION (EXPLOSION HAZARD) B-225A(5)**
Class No. and Description:
STREET OR ROAD CONSTRUCTION OR MAINTENANCE CLASS 16112XCU
- (6) ☐ **EXCLUSION (BLOWOUT AND CRATERING HAZARDS)**
Description of Operations:
- (7) ☐ **EXCLUSION (SALINE SUBSTANCES CONTAMINATION)**
Description of Operations:
- (8) ☒ **EXCLUSION (UNDERGROUND PROPERTY DAMAGE HAZARD) B-225A(8)**
Class No. and Description:
STREET OR ROAD CONSTRUCTION OR MAINTENANCE CLASS 16112XCU
- (9) ☐ **EXCLUSION (UNDERGROUND RESOURCES AND EQUIPMENT)**
Description of Operations:

The Travelers
Commercial Policies**SECTION II COVERAGE DECLARATIONS V**
(Applicable to the Special General Liability Form or Endorsement)Symbol 236
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1. Policy No: **650-584A016-3-COF-76** Issue Date: **10/5/76**
2. Effective Date — These declarations are effective on the policy's effective date stated in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective _____ and replace SECTION II COVERAGE DECLARATIONS A or V of a prior effective date.
3. Coverage Afforded and Limits of Liability — Insurance is afforded for such of the following coverages for which limits of liability are inserted. The limit of The Travelers' liability for each such coverage shall be as stated herein.

Coverage	Single Limit	Limits of Liability	Separate Limits
A. Bodily Injury		\$	each occurrence
		\$	aggregate
B. Property Damage		\$	each occurrence
	\$ 1,000,000 each occurrence	\$	aggregate
	\$ 1,000,000 aggregate		
P. Personal Injury			
Advertising Injury			
Incidental Medical Malpractice			
Injury		\$	aggregate
E. Premises Medical Payments . \$	each person		
\$	each accident		

4. Hazards — Coverages A and B apply to the products and completed operations hazards.
Exception:
5. Special Provisions (if any):

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Commercial Policies

GENERAL PURPOSE ENDORSEMENT

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**DESIGNATION OF PREMISES
(PART LEASED TO NAMED INSURED)**

LONG POND BEACH
HIGHLAND FALLS, NY

HIGHLAND FALLS FIRE DEPT
MOUNTAIN AVE
HIGHLAND FALLS, NY

FORT MONTGOMERY SCHOOL

BROOKSLAKE
FORT MONTGOMERY

**NAME OF PERSON OR ORGANIZATION
ADDITION INSURED**

UNITED STATES GOVERNMENT
C/O MAURICE LUSTIG
U.S. ARMY ENGINEER DIST
111 E. 16TH STREET NY, NY

HIGHLAND FALLS, FIRE DEPT
MOUNTAIN AVENUE
HIGHLAND, FALLS NY

CENTRAL SCHOOL DISTRICT
TOWN OF HIGHLANDS
FORT MONTGOMERY SCHOOL
FORT MONTGOMERY, NY

THE PEOPLE OF THE STATE
OF NEW YORK N.Y.S. EXECUTIVE
DEPT.
OFFICE OF PARKS AND RECREATION,
PALISADES INTERSTATE PARK COMM.,
THEIR OFFICES, AGENTS AND
EMPLOYEES.

The Travelers
Commercial Policies

SECTION II SPECIAL PROVISIONS ENDORSEMENT I-2
(Camps, Clubs, Non-Profit Membership
Organizations, Scouts, USO's, YMCA's, YWCA's,
YMHA's and Youth Recreation Programs)

Symbol I-223A
Page 1 of 3

A. **Application** — Such insurance as is afforded by the COMPREHENSIVE GENERAL LIABILITY FORM or the SCHEDULE LIABILITY FORM is amended by a provision below shown as applicable in SECTION II COVERAGE DECLARATIONS I.

B. **Provisions**

1. APPLICABLE TO ANY CAMP OPERATED BY THE NAMED INSURED

- a. In Part B. (Exclusions), as respects the Named Insured's watercraft, Exclusion 1. (d) of the COMPREHENSIVE GENERAL LIABILITY FORM, or Exclusion 2. (d) of the SCHEDULE LIABILITY FORM, is deleted and replaced by the following:

"(d) the use of the Named Insured's watercraft to carry any person other than a camper for a charge or while it is rented to any person or organization other than a camper;"

"Named Insured's watercraft" means: (1) watercraft owned or used by or rented to the Named Insured or rented to others by or through the Named Insured; or (2) any other watercraft powered in whole or in part by an out-board motor owned or used by or rented to the Named Insured or rented to others by or through the Named Insured.

The unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any person or organization using or legally responsible for the use of the Named Insured's watercraft, provided the actual use thereof is by the Named Insured or with his permission.

- b. As respects the Named Insured's saddle animals, the unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any person or organization using or legally responsible for the use of such animals, provided the actual use thereof is by the Named Insured or with his permission; but this provision does not apply to saddle animals while rented to any person or organization other than a camper.

"Named Insured's saddle animals" means saddle animals owned or used by or rented to the Named Insured or rented to others by or through the Named Insured.

- c. In Part B. (Exclusions), as respects Coverages A and B, the following is added:

"bodily injury or property damage due to the rendering of or failure to render:

- (1) medical, surgical, dental, X-ray, or nursing service or treatment, or the furnishing of food or beverages in connection therewith;
 - (2) any service or treatment conducive to health or of a professional nature; or
 - (3) any cosmetic or tonsorial service or treatment;
- or to the furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or to the handling of or performing of autopsies on dead bodies."

- d. Coverage E does not apply to bodily injury sustained by any camper.
- e. The insurance does not apply under Item (c) of the Insuring Agreement, "Supplementary Payments", for bodily injury sustained by any camper.

2. APPLICABLE IF THE NAMED INSURED IS A COUNTRY CLUB OR SPORTS CLUB, OR YMCA, YWCA OR YMHA

- a. The unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any member of the Named Insured, but only with respect to his liability for activities of the Named Insured, or activities performed by such member on behalf of the Named Insured, except while practicing for or participating in any game or sport.
- b. Coverage E does not apply to bodily injury sustained by any member of the Named Insured.
- c. The insurance does not apply to bodily injury or property damage arising out of any contest or exhibition of an athletic or sports nature conducted away from premises owned by or rented to the Named Insured.
- d. In Part B. (Exclusions), as respects Coverages A and B, the following is added:
- "bodily injury or property damage due to the rendering of or failure to render any cosmetic, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical, or optometrical services or treatments."

SECTION II SPECIAL PROVISIONS ENDORSEMENT I-2
 (Camps, Clubs, Non-Profit Membership Organizations,
 Scouts, USO's, YMCA's, YWCA's, YMHA's and Youth Recreation Programs)

- e. In Part B. (Exclusions), as respects the Named Insured's watercraft, Exclusion 1. (d) of the COMPREHENSIVE GENERAL LIABILITY FORM, or Exclusion 2. (d) of the SCHEDULE LIABILITY FORM, is deleted and replaced by the following:

"(d) the use of the Named Insured's watercraft to carry any person other than a member or guest for a charge or while it is rented to any person or organization other than a member or guest;"

"Named Insured's watercraft" means: (1) watercraft owned or used by or rented to the Named Insured or rented to others by or through the Named Insured; or (2) any other watercraft powered in whole or in part by an out-board motor owned or used by or rented to the Named Insured or rented to others by or through the Named Insured.

The unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any person or organization using or legally responsible for the use of the Named Insured's watercraft, provided the actual use thereof is by the Named Insured or with his permission.

- f. As respects the Named Insured's saddle animals, the unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any person or organization using or legally responsible for the use of such animals, provided the actual use thereof is by the Named Insured or with his permission; but this provision does not apply to saddle animals while rented to any person or organization other than a member or guest.

"Named Insured's saddle animals" means saddle animals owned or used by or rented to the Named Insured or rented to others by or through the Named Insured.

- g. In Part E. (Definitions), in the definition of "Products hazard" the following words are deleted:

"away from premises owned by or rented to the Named Insured and".

3. APPLICABLE IF THE NAMED INSURED IS A CIVIC, FRATERNAL, LUNCHEON, SERVICE OR SOCIAL CLUB

- a. The unqualified word "Insured" as it appears in Provision 1. of Part C. (Persons Insured) includes as an Insured any member of the Named Insured but only with respect to his liability for activities of the Named Insured or activities performed by such member on behalf of the Named Insured.
- b. The insurance does not apply to bodily injury or property damage arising out of:
- (1) activities conducted by the Named Insured to which the public is admitted if an admission fee is charged by the Named Insured;
 - (2) the use of buildings or premises, other than offices, owned by or rented to the Named Insured, except premises hired or rented only for specified days for meeting purposes; or
 - (3) the use of premises occupied by the Named Insured for purposes other than meetings of members and guests.

4. APPLICABLE TO NON-PROFIT MEMBERSHIP ORGANIZATIONS, OR TO OTHER BUSINESS, PROFESSIONAL, OR POLITICAL ORGANIZATIONS, OR LABOR UNIONS – The unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any member of the Named Insured, but only with respect to his liability for activities performed by such member on behalf of the Named Insured.

5. APPLICABLE TO A BOY OR GIRL SCOUT COUNCIL OR TROOP – Coverage E does not apply to bodily injury sustained by any member or scout of the Named Insured.

6. APPLICABLE TO A UNITED SERVICE ORGANIZATION (USO)

- a. The unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any member of the Named Insured, but only with respect to his liability for activities of the Named Insured, or activities performed by such member on behalf of the Named Insured, except while practicing for or participating in any game or sport.
- b. The insurance does not apply to bodily injury or property damage arising out of any contest or exhibition of an athletic or sports nature conducted away from premises owned by or rented to the Named Insured.
- c. In Part B. (Exclusions), as respects Coverages A and B, the following is added:
- "bodily injury or property damage due to the rendering of or failure to render any cosmetic, tonsorial, massage, physiotherapy, chiropody, hearing aid, optical, or optometrical services or treatments."

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Commercial Policies

SECTION II SPECIAL PROVISIONS ENDORSEMENT 1-2
(Camps, Clubs, Non-Profit Membership Organizations,
Scouts, USO's, YMCA's, YWCA's, YMHA's and Youth Recreation Programs)

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- d. Coverage E does not apply to bodily injury sustained by any member of the Named Insured;
- e. In Part B. (Exclusions), as respects the Named Insured's watercraft, Exclusion 1. (d) of the COMPREHENSIVE GENERAL LIABILITY FORM, or Exclusion 2. (d) of the SCHEDULE LIABILITY FORM, is deleted and replaced by the following:

"(d) the use of the Named Insured's watercraft to carry any person other than a member or guest for a charge or while it is rented to any person or organization other than a member or guest;"

"Named Insured's watercraft" means: (1) watercraft owned or used by or rented to the Named Insured or rented to others by or through the Named Insured; or (2) any other watercraft powered in whole or in part by an out-board motor owned or used by or rented to the Named Insured or rented to others by or through the Named Insured.

The unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any person or organization using or legally responsible for the use of the Named Insured's watercraft, provided the actual use thereof is by the Named Insured or with his permission.

- f. As respects the Named Insured's saddle animals, the unqualified word "Insured", as it appears in Provision 1. of Part C. (Persons Insured), includes any person or organization using or legally responsible for the use of such animals, provided the actual use thereof is by the Named Insured or with his permission; but this provision does not apply to saddle animals while rented to any person or organization other than a member or guest.

"Named Insured's saddle animals" means saddle animals owned or used by or rented to the Named Insured or rented to others by or through the Named Insured.

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7. **APPLICABLE TO ANY YOUTH RECREATION PROGRAM OPERATED BY THE NAMED INSURED** – Coverage E does not apply to bodily injury sustained by any participant.
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GENERAL PURPOSE ENDORSEMENT

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STREETS, ROADS OR HIGHWAYS
(FORMING PART OF SECTION II)

THE INSURANCE AFFORDED UNDER THE COMPREHENSIVE GENERAL LIABILITY FORM WITH RESPECT TO STREETS, ROADS OR HIGHWAYS, WITH OR WITHOUT SIDEWALKS, INCLUDING BRIDGES AND CULVERTS, BUT EXCLUDING TOLL ROADS, TOLL BRIDGES AND DRAWBRIDGES OWNED OR MAINTAINED BY THE NAMED INSURED, APPLIES TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE EXISTENCE OF ANY CONDITION IN SUCH EXPOSURES, INCLUDING, BUT NOT LIMITED TO, PARKING METERS, TRAFFIC LIGHTS AND SIGNS, STREET BENCHES AND DECORATIONS, PUBLIC REFUSE RECEPTACLES, SAFETY ZONE STANCHIONS, LIGHT AND TELEPHONE POLES, TREES, WATER HYDRANTS AND ALARM BOXES.

THE INSURANCE DOES NOT APPLY TO BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF:

- 1) THE OWNERSHIP, MAINTENANCE, OPERATION, USE, LOADING OR UNLOADING OF AUTOMOBILES, MOBILE EQUIPMENT, OR OTHER VEHICLES BY OR ON BEHALF OF THE NAMED INSURED;
- 2) THE OPERATION OF ANY PUBLIC UTILITY BY OR ON BEHALF OF THE NAMED INSURED

VEHICLES OWNED OR LEASED BY PUBLIC BODIES

It is agreed that any land motor vehicle, trailer or semitrailer designed for travel on public roads (including any machinery or apparatus attached thereto) owned or leased by the named insured shall be deemed an automobile and not mobile equipment if the sole reasons for considering it mobile equipment are either or both of the following:

- (1) that it is exempt from motor vehicle registration because the named insured is a public body not subject to the registration requirements applicable to private persons or organizations or
- (2) that it is maintained for use exclusively on streets or highways owned by the named insured.

Instruction

This endorsement must be attached to all policies issued to a state, county, city, town, village or other political subdivision, or any division, district, service or department thereof.

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C614

September 1, 1967

The Travelers
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(Adjustable Premiums - General Liability Form
and Contractual Liability Endorsement)Symbol 2008
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1. Policy No: **650-584A016-3-COF-76** Issue Date: **10/5/76**
2. Effective Date - These declarations are effective on the policy's effective date stated in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective _____ and replace any SECTION II PREMIUM DECLARATIONS A of a prior effective date.
3. Provisional and Adjustable Premiums - The provisional premiums stated below are included in the total provisional premium for the policy as shown in the GENERAL DECLARATIONS, and are subject to adjustment as described in General Condition A.9. of the GENERAL PROVISIONS FORM.

Comprehensive General Liability		Contractual Liability	
Symbol	Premium Bases - Each	Symbol	Premium Bases - Each
A	100 admissions	H	\$100 of cost
B	\$100 of cost	I	\$100 of cost
C	\$100 of payroll or remuneration	J (1)	
D	\$100 of receipts	J (2)	
E	\$1,000 of receipts		
F	\$1,000 of sales		
G (1)	PER # OF MILES		
G (2)	PER # OF PERMITS		
G (3)			
G (4)			

Premises at Building No.	Class No.	Class Description	Premium Bases Symbol	Amount	*Rates	*Annual Provisional Prem.
	93111	MUNICIPAL, TOWNSHIP, COUNTY-STATE EMPLOYEES	C	12,800	1.803	230
	16112XCU	STREET OR ROAD CONSTRUCTION OR MAINTENANCE-STATE, COUNTY, CITY OR OTHER GOVT. UNITS	C	34,900	7.762	2708
	93141	POLICEMAN	C	17,200	1.830	314
	93151	STREET, ROADS OR HIGHWAYS	G(1)	10	105.91	1059
	49521	SEWERS-STORM OR SANITARY	G(1)	1	36.214	36
	93163	PERMITS-CONSTRUCTION	G(2)	47	.448	54 MIN

Minimum Premium \$ Class Code

*When separate limits apply to bodily injury and property damage, the rates and premiums are shown separately for "B.I." (bodily injury) and "P.D." (property damage). The "B.I." rates and premiums include rates and premiums for premises medical payments coverage.

CP-1693 11-74 Printed in U.S.A.

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The Travelers
Commercial Policies

SECTION II PREMIUM DECLARATIONS A
(Adjustable Premiums – General Liability Form
and Contractual Liability Endorsement)

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Description of Premium Bases – These descriptions apply to each annual period of the policy.

a. Comprehensive General Liability

Symbol

- A "Admissions" means the total number of persons, other than employees of the Named Insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes.
- B "Cost" means the total cost to the Named Insured with respect to operations performed for the Named Insured by independent contractors of all work let or sublet in connection with each specific project, including the cost of all labor, material and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.
- C "Payroll" or "remuneration" means the entire remuneration earned by proprietors and by all employees of the Named Insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by The Travelers.
- D & E "Receipts" means the gross amount of money charged by the Named Insured for such operations by the Named Insured or by others as are rated on a receipts basis, other than receipts for telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the Named Insured collects as a separate item and remits directly to a governmental division.
- F "Sales" means the gross amount of money charged by the Named Insured, by concessionaires of the Named Insured, or by others trading under his name for all goods and products sold or distributed and charged for installation, servicing or repair, and includes taxes, other than taxes which the Named Insured, concessionaires of the Named Insured trading under his name and others collect as a separate item and remit directly to a governmental division.

The sales of tenants shall not be included. Any concessionaire who operates under his own trade name and whose premises are physically separated from the lessor's premises shall be considered a tenant.

b. Contractual Liability

Symbol

- H "Cost" means the total cost to any indemnitee with respect to any contract which is insured of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or the sub-contractor, including all fees, allowances, bonuses or commissions made, paid or due.
- I "Cost" means the total cost of all work in connection with all contracts of the type designated in the declarations for this insurance with respect to which "cost" is the basis of premium, regardless of whether any liability is assumed under such contracts by the Insured. It includes the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the Insured, or others including all fees, allowances, bonuses or commissions made, paid or due. It shall not include the cost of any operations to which Exclusions B. (16) or B. (17) of the Contractual Liability Endorsement apply, unless such exclusions are voided in the declarations for such endorsement.

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SECTION II COVERAGE DECLARATIONS I
(For any Endorsement Shown as Applicable Below)

Symbol 21 0
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1. Policy No: **650-584016-3-EGF-76** Issue Date: **10/5/76**
2. Effective Date — These declarations are effective on the policy's effective date in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective _____ and replace any SECTION II COVERAGE DECLARATIONS I of a prior effective date.
3. Applicable Endorsements — Only an endorsement for which an "X" is inserted applies.

"X"

Endorsement Title and Entries

- (1) ☒ **SECTION II SPECIAL PROVISIONS ENDORSEMENT I - 1 (Charitable Institutions, Colleges, Schools and Other Educational Institutions, Governments, Hospitals and Religious Institutions)**
 - (a) In Provision 4., applicable to governmental risks and sub-divisions thereof only, paragraph a. (exclusion of liability for riot, civil commotion or mob action) applies unless an "X" is inserted hereafter: ☒ Not applicable **1-2230(1)**
 - (b) All paragraphs of Provision 4. other than paragraph a. and Provisions 1., 2., 3., 5. and 6. apply. Exception, if any:

- (2) ☐ **SECTION II SPECIAL PROVISIONS ENDORSEMENT I - 2 (Camps, Clubs, Non-Profit Membership Organizations, Scouts, USO's, YMCA's, YWCA's, YMHA's and Youth Recreation Programs)**

All provisions apply. Exceptions, if any:

- (3) ☐ **RIOT LIABILITY INSURANCE ENDORSEMENT**

Limits of Liability

Coverage A	{	\$	each occurrence:	\$	aggregate
Coverage B					

The Travelers
Commercial PoliciesSECTION II COVERAGE DECLARATIONS C
(Applicable to Section II Special Provisions Endorsement C)Symbol 220
Page 1 of 1

1. Policy No. **650-584A016-3-COF-76** Year Code **76** Issue Date: **10/5/76**
2. Effective Date — These declarations are effective on the policy's effective date stated in the GENERAL DECLARATIONS unless otherwise stated hereafter. These declarations are effective _____ and replace any SECTION II COVERAGE DECLARATIONS C of a prior effective date.

3. Applicable Provisions — Only a provision for which an "X" is inserted applies.

"X"

Provision Title and Entries

- (1) ☐ **ADDITIONAL INSURED (CONCESSIONAIRES TRADING UNDER NAMED INSURED'S NAME—PRODUCTS)**
Designation of Person or Organization: _____
- (2) ☐ **ADDITIONAL INSURED (CO-OWNER OF INSURED PREMISES)**
Designation of Person or Organization: _____
Designation of Premises: _____
- (3) ☐ **ADDITIONAL INSURED (CONTROLLING INTEREST)**
Designation of Person or Organization: _____
- (4) ☐ **ADDITIONAL INSURED (EMPLOYEES)**
- (5) ☐ **ADDITIONAL INSURED (ENGINEERS, ARCHITECTS OR SURVEYORS)**
- (6) ☐ **ADDITIONAL INSURED (GRANTOR OF FRANCHISE)**
Designation of Person or Organization: _____
- (7) ☐ **ADDITIONAL INSURED (GOLFMOBILES)**
- (8) ☐ **ADDITIONAL INSURED (MORTGAGEE, ASSIGNEE OR RECEIVER)**
Designation of Person or Organization: _____
Designation of Premises: _____
- (9) ☐ **ADDITIONAL INSURED (OIL OR GAS OPERATIONS—WORKING INTERESTS, NON-OPERATING)**
- (10) ☒ **ADDITIONAL INSURED (PREMISES LEASED TO THE NAMED INSURED)**
Designation of Person or Organization: **SEE END 80008**
Designation of Premises (Part Leased to Named Insured): **C-226A(10)**
- (11) ☐ **ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS — PERMITS)**
Designation of State or Political Subdivision: _____
Limits of Property: _____
Damage Liability: \$ _____
Single Limit: each occurrence _____
Separate Limits: each occurrence _____ aggregate _____
- (12) ☐ **ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS—PERMITS RELATING TO PREMISES)**
Designation of State or Political Subdivision: _____
Limits of Property: _____
Damage Liability: \$ _____
Single Limit: each occurrence \$ _____
Separate Limits: each occurrence \$ _____ aggregate _____
- (13) ☐ **ADDITIONAL INSURED (TEAMS, DRAFT OR SADDLE ANIMALS)**

The Travelers
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SPECIAL GENERAL LIABILITY FORM
(Forming part of Section II)

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This Form is subject to SECTION II COVERAGE DECLARATIONS V

A. Insuring Agreements

1. **Bodily Injury — Coverage A, and Property Damage — Coverage B —** The Travelers will pay on behalf of the Insured all sums which the Insured shall become obligated to pay by reason of the liability imposed by law upon the Insured, or assumed by the Insured under any oral or written contract or agreement, as damages because of

(a) bodily injury or

(b) property damage

to which this insurance applies, caused by an occurrence.

The Travelers shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but The Travelers shall not be obligated to pay any claim or judgment or to defend (1) any suit after the applicable limit of The Travelers' liability has been exhausted by payment of judgments or settlements or (2) as respects liability assumed under any contract or agreement, any arbitration proceeding wherein The Travelers is not entitled to exercise the Insured's rights in the choice of arbitrators and in the conduct of such proceedings.

2. **Premises Medical Payments — Coverage E —** The Travelers will pay to or for each person who sustains bodily injury caused by accident all reasonable medical expense incurred within one year from the date of the accident on account of such bodily injury, provided such bodily injury arises out of: (a) a condition in the insured premises; or (b) operations with respect to which the Named Insured is afforded coverage for bodily injury liability under this form.

3. **Personal Injury, Incidental Medical Malpractice Injury and Advertising Injury — Coverage P —** The Travelers will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of Personal Injury, Incidental Medical Malpractice Injury or Advertising Injury sustained by any person or organization.

- (a) **Personal Injury** means injury arising out of one or more of the following offenses committed during the policy period:

Group A — false arrest, detention or imprisonment, or malicious prosecution;

Group B — the publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right of privacy; except publications or utterances, in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the Named Insured;

Group C — wrongful entry or eviction, or other invasion of the right of private occupancy.

- (b) **Incidental Medical Malpractice Injury** means injury arising out of malpractice, error or omission committed during the policy period and due to:

(1) the rendering of or failure to render medical, surgical, dental, x-ray or nursing service or treatment or the furnishing of food or beverages in connection therewith; or

(2) the furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances.

- (c) **Advertising Injury** means injury sustained by any person or organization because of libel, slander, piracy, unfair competition, idea misappropriation under an implied contract, or infringement of copyright, title or slogan, arising out of the Named Insured's advertising, promotional or publicity activities conducted during the policy period.

SPECIAL GENERAL LIABILITY FORM
(Forming part of Section II)Symbol V-242
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The Travelers shall have the right and duty to defend any suit against the Insured seeking damages on account of such Personal Injury, Incidental Medical Malpractice Injury or Advertising Injury even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but The Travelers shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of The Travelers' liability has been exhausted by payment of judgments or settlements.

4. **Supplementary Payments** — All Coverages except Coverage E — The Travelers will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by The Travelers, all costs taxed against the Insured in any suit defended by The Travelers and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before The Travelers has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of The Travelers' liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this insurance, and the cost of bail bonds required of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this insurance applies, not to exceed \$250 per bail bond, but The Travelers shall have no obligation to apply for or furnish any such bonds;
- (c) except with respect to Incidental Medical Malpractice Injury, expenses incurred by the Insured for first aid to others at the time of an accident, for bodily injury to which this insurance applies; and
- (d) reasonable expenses incurred by the Insured at The Travelers' request in assisting The Travelers in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

B. **Exclusions:**

1. **Coverages A and B do not apply:**

- (a) with respect only to liability assumed by the Insured under any contract or agreement:
 - (1) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing;
 - (2) if the Insured is an architect, engineer or surveyor, to bodily injury or property damage arising out of the rendering of or of the failure to render professional services by such Insured, including:
 - (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) supervisory, inspection or engineering services;
 - (3) if the indemnitee of the Insured is an architect, engineer or surveyor, to the liability of the indemnitee, his agents or employees, arising out of:
 - (i) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
 - (ii) the giving of or the failure to give directions or instructions by the indemnitee, his agents or employees, provided such giving or failure to give is the primary cause of the bodily injury or property damage;
 - (4) to any obligation for which the Insured may be held liable in an action on a contract by a third party beneficiary for bodily injury or property damage arising out of a project for a public authority; but this exclusion does not apply to an action by the public authority or any other person or organization engaged in the project;
 - (5) and, except as otherwise provided in SECTION II COVERAGE DECLARATIONS V, 5. (Special Provisions):

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- (i) to bodily injury or property damage arising out of construction, maintenance or repair of watercraft or loading or unloading thereof; or
- (ii) to bodily injury or property damage arising out of operations, within 50 feet of any railroad property, affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing;
- (6) to damage to structures or portions thereof, including fixtures permanently attached thereto, which are occupied by or rented to the Named Insured.
- (b) except with respect to liability assumed by the Insured under any contract or agreement, to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any automobile or aircraft owned or operated by or rented or loaned to any Insured; or
 - (2) any other automobile or aircraft operated by any person in the course of his employment by any Insured; but this exclusion does not apply to the parking of an automobile on premises owned by, rented to or controlled by the Named Insured or the ways immediately adjoining, if such automobile is not owned by or rented or loaned to any Insured;
- (c) except with respect to liability assumed by the Insured under any contract or agreement, to bodily injury or property damage arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any Insured;
- (d) except with respect to liability assumed by the Insured under any contract or agreement, to bodily injury or property damage arising out of the ownership, maintenance, operation, use, loading or unloading of:
 - (1) any watercraft owned by any Insured;
 - (2) any other watercraft 25 feet or more in overall length operated by or rented or loaned to any Insured, or operated by any person in the course of his employment by any Insured; or
 - (3) any other watercraft being used to carry persons for a charge;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to, or controlled by the Named Insured;
- (e) to bodily injury or property damage due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to expenses for first aid under Insuring Agreement A. 4 (Supplementary Payments);
- (f) to bodily injury or property damage for which the Insured may be held liable as a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or as an owner or lessor of premises used for such purposes, if such liability is imposed:
 - (1) by, or because of the violation of, any statute, ordinance or regulation pertaining to the sale, gift, distribution or use of any alcoholic beverage; or
 - (2) by reason of the selling, serving or giving of any alcoholic beverage to a minor or to a person under the influence of alcohol or which causes or contributes to the intoxication of any person, but this part (2) does not apply to the Insured as an owner or lessor described in (f) above.
- (g) to any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (h) to bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured; but this exclusion does not apply to liability assumed by the Insured under any contract or agreement;

(i) to property damage

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- (1) to property owned by the Insured or, except with respect to the use of elevators, the property held by the Insured for sale or entrusted to the Insured for storage or safekeeping;
- (2) except with respect to the Fire Legal Liability Hazard, to property occupied by or rented to the Insured; and
- (3) except with respect to liability under a written sidetrack agreement or the use of elevators to:
 - (a) property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured;
 - (b) tools or equipment while being used by the Insured in performing his operations;
 - (c) property in the custody of the Insured which is to be installed, erected or used in construction by the Insured; or
 - (d) that particular part of any property, not on premises owned by or rented to the Insured:
 - (i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations; or
 - (ii) out of which any property damage arises; or
 - (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the Insured;
- (j) property damage to premises alienated by the Named Insured arising out of such premises or any part thereof;
- (k) loss of use of tangible property which has not been physically injured or destroyed resulting from:
 - (1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement; or
 - (2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;

but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured:
- (l) with respect to the products hazard, or to liability assumed by the Insured under any contract or agreement, to property damage to the Named Insured's products arising out of such products or any part of such products;
- (m) with respect to the completed operations hazard, or to liability assumed by the insured under any contract or agreement, to property damage to work performed by the Named Insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith;
- (n) to damages claimed for the withdrawal, inspection, repair, replacement or loss of use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (o) to bodily injury or property damage arising out of:
 - (1) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
 - (2) the operation or use of any snowmobile or trailer designed for use therewith except that this exclusion (o) (2) does not apply to liability assumed by the Insured under any contract or agreement;

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(p) to bodily injury or property damage arising out of any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant:

- (1) if such emission, discharge, seepage, release or escape is either expected or intended from the standpoint of any Insured or any person or organization for whose acts or omissions any Insured is liable; or
- (2) resulting from or contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto;

but this exclusion does not apply to property damage arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water;

(q) to property damage arising out of any emission, discharge, seepage, release or escape of petroleum or petroleum derivatives into any body of water, but this exclusion does not apply to property damage resulting from fire or explosion arising out of any emission, discharge, seepage, release or escape which neither:

- (1) is expected or intended from the standpoint of any Insured or any person or organization for whose acts or omissions any Insured is liable, nor
- (2) results from or is contributed to by any condition in violation of or non-compliance with any governmental rule, regulation or law applicable thereto.

2. Coverage E does not apply to:

(a) bodily injury

(1) arising out of the ownership, maintenance, operation, use, loading or unloading of:

- (i) any automobile or aircraft owned or operated by or rented or loaned to any Insured; or
- (ii) any other automobile or aircraft operated by any person in the course of his employment by any Insured;

but this exclusion does not apply to the parking of an automobile on the insured premises, if such automobile is not owned by or rented or loaned to any Insured;

(2) arising out of:

- (i) the ownership, maintenance, operation, use, loading or unloading of any mobile equipment while being used in any prearranged or organized racing, speed or demolition contest or in any stunting activity or in practice or preparation for any such contest or activity; or
- (ii) the operation or use of any snowmobile or trailer designed for use therewith;

(3) arising out of the ownership, maintenance, operation, use, loading or unloading of:

- (i) any watercraft owned by any Insured;
- (ii) any other watercraft 25 feet or more in overall length operated by or rented or loaned to any Insured, or operated by any person in the course of his employment by any Insured; or
- (iii) any other watercraft being used to carry persons for a charge;

but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;

(4) arising out of and in the course of the transportation of mobile equipment by an automobile owned or operated by or rented or loaned to any Insured;

(5) included within the excluded operations based on the products hazard;

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- (6) arising out of operations performed for the Named Insured by independent contractors other than: (i) maintenance and repair of the insured premises; or (ii) structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (7) resulting from the selling, serving or giving of any alcoholic beverage: (i) in violation of any statute, ordinance or regulation; (ii) to a minor; (iii) to a person under the influence of alcohol or (iv) which causes or contributes to the intoxication of any person, if the Named Insured is a person or organization engaged in the business of manufacturing, distributing, selling or serving alcoholic beverages or, if not so engaged, is an owner or lessor of premises used for such purposes but only part (i) of this exclusion (7) applies when the Named Insured is such an owner or lessor;
- (8) due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;
- (9) to the Named Insured, any partner therein, any tenant or other person regularly residing on the insured premises or any employee of any of the foregoing if the bodily injury arises out of and in the course of his employment therewith;
- (10) to any other tenant if the bodily injury occurs on that part of the insured premises rented from the Named Insured or to any employee of such a tenant if the bodily injury occurs on the tenant's part of the insured premises and arises out of and in the course of his employment for the tenant;
- (11) to any person while engaged in maintenance and repair of the insured premises or alteration, demolition or new construction at such premises;
- (12) to any person if any benefits for such bodily injury are payable or required to be provided under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;
- (13) to any person practicing, instructing or participating in any physical training, sport, athletic activity or contest;
- (d) any medical expense for services rendered by the Named Insured, any employee thereof or any person or organization under contract to the Named Insured to provide such services; or
- (e) Incidental Medical Malpractice Injury.

3. Coverage F does not apply:

- (a) to liability assumed by the Insured under any contract or agreement;
- (b) to personal injury arising out of the wilful violation of a penal statute or ordinance committed by or with the knowledge or consent of any Insured;
- (c) to personal injury arising out of any publication or utterance described in Group B, if the first injurious publication or utterance of the same or similar material by or on behalf of the Named Insured was made prior to the effective date of this insurance;
- (d) to personal injury arising out of a publication or utterance described in Group B concerning any organization or business enterprise, or its products or services, made by or at the direction of any Insured with knowledge of the falsity thereof;
- (e) to any Insured engaged in the business or occupation of providing any of the services described under Insuring Agreement A. 3. b. (1) and (2);
- (f) with respect to advertising injury, to:
 - (1) failure of performance of contract, but this shall not apply to claims for the unauthorized appropriation of ideas based upon the alleged breach of an implied contract;

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- (2) infringement of registered trademark, registered service mark, or registered trade name, other than titles or slogans, by use thereof on or in connection with goods or services sold, offered for sale or advertised;
- (3) incorrect description, or mistake in advertised price, of any goods or services;
- (4) any Insured, if the Named Insured is engaged in the business of advertising, broadcasting, telecasting or publishing; or
- (5) any injury either expected or intended from the standpoint of the Insured.

C. Persons Insured

1. Coverages A and B — Each of the following is an Insured to the extent set forth below:

- (a) if the Named Insured is designated in the GENERAL DECLARATIONS as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the Named Insured with respect to the conduct of such business;
- (b) if the Named Insured is designated in the GENERAL DECLARATIONS as a partnership or joint venture, (i) the partnership so designated, any partner thereof but only with respect to the conduct of the business of the Named Insured and the spouse of any such partner with respect to the conduct of such business, or (ii) the joint venture so designated and any member thereof, but only with respect to their liability as such;
- (c) if the Named Insured is designated in the GENERAL DECLARATIONS as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (d) any person (other than an employee of the Named Insured) or organization while acting as real estate manager for the Named Insured;
- (e) with respect to the operation, for the purpose of locomotion upon a public highway, of mobile equipment registered under any motor vehicle registration law, any person while operating with the permission of the Named Insured any such equipment registered in the name of the Named Insured and any person or organization legally responsible for such operation, but only if there is no other valid and collectible insurance available, either on a primary or excess basis, to such person or organization, provided that no person or organization shall be an Insured under this paragraph (e) with respect to:
 - (i) bodily injury to any fellow employee of such person injured in the course of his employment; or
 - (ii) property damage to property owned by, rented to, in charge of or occupied by the Named Insured or the employer of any such person.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in the GENERAL DECLARATIONS as a Named Insured.

2. Coverage P — Each of the following is an Insured to the extent set forth below:

- (a) if the Named Insured is designated in the GENERAL DECLARATIONS as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor and the spouse of the Named Insured with respect to the conduct of such business;
- (b) if the Named Insured is designated in the GENERAL DECLARATIONS as a partnership or joint venture:
 - (i) the partnership so designated and any partner thereof but only with respect to the conduct of the business of the Named Insured and the spouse of any such partner with respect to the conduct of such business, and
 - (ii) the joint venture so designated and any member thereof, but only with respect to their liability as such;

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- (c) if the Named Insured is designated in the GENERAL DECLARATIONS as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such.

This insurance does not apply to Personal Injury, Incidental Medical Malpractice Injury or Advertising Injury arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in the GENERAL DECLARATIONS as a Named Insured.

3. Coverages A, B and P — Each of the following is an Insured to the extent set forth below:

- (a) any employee of the Named Insured while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply:
- (i) to injury to another employee of the Named Insured arising out of or in the course of his employment;
 - (ii) to injury to the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing; or
 - (iii) to property damage to property owned, occupied or used by, rented to, in the care, custody or control of or over which physical control is being exercised for any purpose by another employee of the Named Insured, or by the Named Insured or, if the Named Insured is a partnership or joint venture, any partner or member thereof, or the spouse of any of the foregoing;
- (b) any company which is acquired or formed by the Named Insured and over which the Named Insured maintains ownership or financial control, provided this Form V242 does not apply to any insurance with respect to which such a new Insured under this form is also an Insured under any other policy or would be an Insured under any such policy but for its termination upon exhaustion of its limits of liability; but this insurance shall not remain in effect for a period in excess of 60 days from the date any such company is acquired or formed by the Named Insured.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in the GENERAL DECLARATIONS as a Named Insured.

D. Limits of Liability

1. Coverages A and B — For the purpose of determining the limit of The Travelers' liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Regardless of the number of (a) Insureds under this form, (b) persons or organizations who sustain bodily injury or property damage, or (c) claims made or suits brought on account of bodily injury or property damage, The Travelers' liability is limited as described below:

- a. Single Limit of Liability — If a single limit of liability is stated in SECTION II COVERAGE DECLARATIONS V for Coverages A and B, the limit stated in such declarations as applicable to "each occurrence" is the total limit of The Travelers' liability for all damages including damages for care and loss of services arising out of bodily injury and property damage sustained by one or more persons or organizations as the result of any one occurrence, and subject to the preceding, the limit of liability for the Fire Legal Liability Hazard is \$50,000 for any one occurrence.

Subject to the above provision respecting "each occurrence", the total liability of The Travelers for all damages because of bodily injury or property damage described in any of the subparagraphs below shall not exceed the limit of liability stated in SECTION II COVERAGE DECLARATIONS V as "aggregate":

- (1) all bodily injury included within the completed operations hazard and all bodily injury included within the products hazard:

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- (2) all property damage included within the completed operations hazard and all property damage included within the products hazard;
- (3) all property damage arising out of premises or operations rated on a payroll or remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any contract or agreement relating to such premises or operations, but excluding property damage included in subparagraph (4) below;
- (4) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any contract or agreement relating to such operations, but this subparagraph (4) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures.

Such aggregate limit shall apply separately to the bodily injury described in subparagraph (1) above, and to the property damage described in subparagraphs (2), (3) and (4) above; and under subparagraphs (3) and (4) separately with respect to each project away from premises owned by or rented to the Named Insured.

- b. Separate Limits of Liability — If separate limits of liability are stated in SECTION II COVERAGE DECLARATIONS V for Coverages A and B, the following applies:

- (1) Coverage A — The total liability of The Travelers for all damages, including damages for care and loss of services, because of bodily injury sustained by one or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in SECTION II COVERAGE DECLARATIONS V as applicable to "each occurrence".

Subject to the above provision respecting "each occurrence", the total liability of The Travelers for all damages because of (a) all bodily injury included within the completed operations hazard and (b) all bodily injury included within the products hazard shall not exceed the limit of bodily injury liability stated in SECTION II COVERAGE DECLARATIONS V as "aggregate".

- (2) Coverage B — The total liability of The Travelers for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in SECTION II COVERAGE DECLARATIONS V as applicable to "each occurrence", and subject to the preceding, the limit of liability for the Fire Legal Liability Hazard is \$50,000 for any one occurrence.

Subject to the above provision respecting "each occurrence", the total liability of The Travelers for all damages because of all property damage to which this coverage applies and described in any of the subparagraphs below shall not exceed the limit for property damage liability stated in SECTION II COVERAGE DECLARATIONS V as "aggregate":

- (a) all property damage arising out of premises or operations rated on a payroll or remuneration basis or contractor's equipment rated on a receipts basis, including property damage for which liability is assumed under any contract or agreement relating to such premises or operations, but excluding property damage included in subparagraph (b) below;
- (b) all property damage arising out of and occurring in the course of operations performed for the Named Insured by independent contractors and general supervision thereof by the Named Insured, including any such property damage for which liability is assumed under any contract or agreement relating to such operations, but this subparagraph (b) does not include property damage arising out of maintenance or repairs at premises owned by or rented to the Named Insured or structural alterations at such premises which do not involve changing the size of or moving buildings or other structures;
- (c) all property damage included within the products hazard and all property damage included within the completed operations hazard.

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Such aggregate limit shall apply separately to the property damage described in subparagraphs (a), (b) and (c), above, and under subparagraphs (a) and (b), separately with respect to each project away from premises owned by or rented to the Named Insured.

2. Coverage E — The limit of liability for Coverage E stated in SECTION II COVERAGE DECLARATIONS V as applicable to "each person" is the limit of The Travelers' liability for all medical expense for bodily injury to any one person as the result of any one accident; but subject to the above provision respecting "each person", the total liability of The Travelers under Coverage E for all medical expense for bodily injury to two or more persons as the result of any one accident shall not exceed the limit of liability stated in such declarations as applicable to "each accident".

When more than one medical payments coverage afforded by the policy applies to the loss, The Travelers shall not be liable for more than the amount of the highest applicable limit of liability.

3. Coverage P — Regardless of the number of (a) Insureds under this form, (b) persons or organizations who sustain Personal Injury, Incidental Medical Malpractice Injury or Advertising Injury, or (c) claims made or suits brought on account of Personal Injury, Incidental Medical Malpractice Injury or Advertising Injury, the total limit of The Travelers' liability under Coverage P for all damages shall not exceed the limit of liability stated in SECTION II COVERAGE DECLARATIONS V as "aggregate".

E. Definitions

1. "Automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment.
2. "Bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the policy period, including death at any time resulting therefrom, but does not include any of the coverages under Personal Injury, Incidental Medical Malpractice Injury or Advertising Injury.
3. "Completed operations hazard" includes bodily injury and property damage arising out of operations or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs after such operations have been completed or abandoned and occurs away from premises owned by or rented to the Named Insured. "Operations" include materials, parts or equipment furnished in connection therewith. Operations shall be deemed completed at the earliest of the following times:
 - (a) when all operations to be performed by or on behalf of the Named Insured under the contract have been completed;
 - (b) when all operations to be performed by or on behalf of the Named Insured at the site of the operations have been completed; or
 - (c) when the portion of the work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Operations which may require further service or maintenance work, or correction, repair or replacement because of any defect or deficiency, but which are otherwise complete, shall be deemed completed.

The completed operations hazard does not include bodily injury or property damage arising out of:

- (1) operations in connection with the transportation of property, unless the bodily injury or property damage arises out of a condition in or on a vehicle created by the loading or unloading thereof;
- (2) the existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) operations for which the classification stated in the policy or in the manuals in use by The Travelers specifies "including completed operations".

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4. "Damages" as used under Coverage P means only those damages which are payable because of Personal Injury, Incidental Medical Malpractice Injury or Advertising Injury arising out of an offense to which this insurance applies.
5. "Elevator" means any hoisting or lowering device to connect floors or landings, whether or not in service, and all appliances thereof including any car, platform, shaft, hoistway, stairway, runway, power equipment and machinery; but does not include an automobile servicing hoist, or a hoist without a platform outside a building if without mechanical power or if not attached to building walls, or a hoist or material hoist used in alteration, construction or demolition operations, or an inclined conveyor used exclusively for carrying property or a dumbwaiter used exclusively for carrying property and having a compartment height not exceeding four feet.
6. "Escalator" means a moving inclined continuous stairway or runway for raising or lowering passengers.
7. "Fire legal liability hazard" means property damage arising out of fire to structures or portions thereof, including fixtures permanently attached thereto, which are occupied by or rented to the Named Insured.
8. "Insured" means any person or organization qualifying as an Insured in the "Persons Insured" provision. The insurance afforded applies separately to each Insured against whom claim is made or suit is brought, except with respect to the limits of The Travelers' liability.
9. "Insured premises" as used under Coverage E means all premises owned by or rented to the Named Insured with respect to which the Named Insured is afforded coverage for bodily injury liability under Coverage A, and includes the ways immediately adjoining on land.
10. "Medical expense" as used under Coverage E means expenses for necessary medical, surgical, x-ray and dental services, including prosthetic devices, and necessary ambulance, hospital, professional nursing and funeral services.
11. "Mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled, (a) not subject to motor vehicle registration, or (b) maintained for use exclusively on premises owned or rented to the Named Insured, including the ways immediately adjoining, or (c) designed for use principally off public roads, or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.
12. "Named Insured" means the person or organization named in Item 2. of the GENERAL DECLARATIONS.
13. "Named Insured's products" means goods or products manufactured, sold, handled or distributed by the Named Insured or by others trading under his name, including any container thereof (other than a vehicle), but "Named Insured's products" shall not include a vending machine or any property other than such container, rented to or located for use of others but not sold.
14. "Occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the Insured; except bodily injury committed by or at the direction of the Insured to protect any person or property shall be deemed neither expected nor intended from the standpoint of the Insured.
15. "Products hazard" includes bodily injury and property damage arising out of the Named Insured's products or reliance upon a representation or warranty made at any time with respect thereto, but only if the bodily injury or property damage occurs away from premises owned by or rented to the Named Insured and after physical possession of such products has been relinquished to others.
16. "Property damage" means (a) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period. Property Damage does not include Personal Injury, Incidental Medical Malpractice Injury or Advertising Injury.
17. "Suit" includes an arbitration proceeding to which the Insured is required to submit or to which the Insured has submitted with The Travelers' consent.

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18. "Trailer" includes semi-trailer but does not include mobile equipment.

Additional or Amended Conditions

1. **Amendment of Subrogation** — The General Condition "Subrogation" of the GENERAL PROVISIONS FORM is amended to include the following:

"As respects Section II only, The Travelers waives all rights of subrogation against any person or organization to the extent that insurance is afforded such person or organization by Section II of this policy."

2. **Amendment of Territory** — Provision (a) of General Condition A. 17 "Territory" of the GENERAL PROVISIONS FORM is replaced by the following:

(a) with respect to Section II, anywhere in the world provided the original suit for damages is brought within the United States of America, its territories or possessions, Puerto Rico or Canada;

3. **Arbitration** — With respect to liability assumed under any contract or agreement, The Travelers shall be entitled to exercise all of the Insured's rights in the choice of arbitrators and in the conduct of any arbitration proceeding.

4. **Excess Provision** — The insurance afforded by this form shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and provision "a" of General Condition 13 b. "Other Insurance" in the GENERAL PROVISIONS FORM is amended accordingly.

5. This form is subject to:

(a) any declarations or endorsements indicated as applicable to it or as applicable to the COMPREHENSIVE GENERAL LIABILITY FORM;

(b) the GENERAL PROVISIONS FORM.

Special State Provisions

1. **Massachusetts — Mobile Equipment** — The following additional provisions apply to bodily injury under Coverage A and property damage under Coverage B arising out of the ownership, maintenance, use, loading or unloading of any mobile equipment with respect to which insurance is required of the Named Insured under the Massachusetts Compulsory Liability Act. (Chapter 346, Acts of 1925):

a. Except to the extent provided in paragraph b. below, the insurance afforded by Section II of the Policy does not apply either on a primary or excess basis to bodily injury or property damage with respect to which any insurance (regardless of amount) is afforded under any liability coverage (compulsory or optional) of a Massachusetts Motor Vehicle Policy issued to the Named Insured.

b. If the only liability insurance applicable with respect to such bodily injury under such a Motor Vehicle Policy is under the compulsory coverage, Coverage A (Bodily Injury) of Section II of the policy shall apply in excess of such insurance, but only with respect to bodily injury arising out of the operation or use of the mobile equipment other than solely for the purposes of transportation or locomotion.

2. **Michigan — Limitation of Coverage for Pollution** — Under Part B., (Exclusions), in Provision 1., paragraph (2) under each of the exclusions (p) and (q) is amended by the substitution of the word "federal" for the word "governmental".

3. **Oklahoma, Texas, West Virginia — Limitation of Coverage for Pollution** — Under Part B., (Exclusions), in Provision 1., exclusions (p) and (q) are hereby deleted and replaced by the following:

"(p) bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental."

4. **New Hampshire, Vermont — Snowmobiles** — Under Part B. (Exclusions) Exclusion 1. (o) (2) and 2. (a) (2) (ii) apply only if the bodily injury or property damage occurs away from premises owned by, rented to or controlled by the Named Insured.

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EXCLUSION - ASSAULT AND BATTERY
(NEW YORK SPECIAL PROVISION)

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(Forming part of Section II)

Provision 9., "Assault and Battery" of the SPECIAL GENERAL LIABILITY ENDORSEMENT, or the phrase "except bodily injury committed by or at the direction of the insured to protect any person or property shall be deemed neither expected nor intended from the standpoint of the insured" appearing in Definition 14., "Occurrence" of the SPECIAL GENERAL LIABILITY FORM, whichever forms a part of Section II of the policy, is hereby deleted.

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SECTION II SPECIAL PROVISIONS ENDORSEMENT C

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A. APPLICATION

Such insurance as is afforded by the COMPREHENSIVE GENERAL LIABILITY FORM is amended by a provision below shown as applicable in the SECTION II COVERAGE DECLARATIONS C.

B. PROVISIONS

- (1) **ADDITIONAL INSURED (CONCESSIONAIRES TRADING UNDER NAMED INSURED'S NAME – PRODUCTS)** – With respect to *bodily injury* or *property damage* included within the *completed operations hazard* or the *products hazard*, Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* the person or organization designated in the declarations.
- (2) **ADDITIONAL INSURED (CO-OWNER OF INSURED PREMISES)** – Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* the person or organization designated in the declarations but only with respect to his liability as co-owner of the premises designated in the declarations.
- (3) **ADDITIONAL INSURED (CONTROLLING INTEREST)**
 1. Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* the person or organization designated in the declarations, but only with respect to his liability arising out of: (a) his financial control of the *Named Insured*; or (b) premises owned, maintained or controlled by him while said premises are leased to or occupied by the *Named Insured*.
 2. The insurance afforded by this provision does not apply to structural alterations, new construction or demolition operations performed by or for said person or organization.
- (4) **ADDITIONAL INSURED (EMPLOYEES)** – Provision 1. of Part C. (Persons Insured) is amended to include any employee of the *Named Insured* while acting within the scope of his duties as such, but the insurance afforded to such employee does not apply to:
 - (1) *bodily injury* to: (a) another employee of the *Named Insured* arising out of or in the course of his employment; or (b) the *Named Insured* or, if the *Named Insured* is a partnership or joint venture, any partner or member thereof; or
 - (2) *property damage* to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by: (a) another employee of the *Named Insured*; or (b) the *Named Insured* or, if the *Named Insured* is a partnership or joint venture, any partner or member thereof.
- (5) **ADDITIONAL INSURED (ENGINEERS, ARCHITECTS OR SURVEYORS)** – Such insurance as is afforded under Coverages A and C applies, subject to the following provisions:
 - (1) Provision 1. of Part C. (Persons Insured) is amended to include any architect, engineer or surveyor engaged by the *Named Insured* but only with respect to liability arising out of the premises of the *Named Insured* or operations performed by or for the *Named Insured*.
 - (2) The insurance with respect to such architects, engineers or surveyors does not apply to *bodily injury* or *property damage* arising out of the rendering of or the failure to render any professional services by or for the *Named Insured*, including: (a) the preparation or approval of maps, plans, opinions, reports, surveys, designs or specifications; and (b) supervisory, inspection or engineering services.
- (6) **ADDITIONAL INSURED (GRANTOR OF FRANCHISE)** – Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* the person or organization designated in the declarations, but only with respect to his liability as grantor of a franchise to the *Named Insured*.
- (7) **ADDITIONAL INSURED (GOLFMOBILES)** – Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* any person using or legally responsible for the use of golfmobiles loaned or rented to others by the *Named Insured* or any concessionaire of the *Named Insured*.
- (8) **ADDITIONAL INSURED (MORTGAGEE, ASSIGNEE OR RECEIVER)**
 1. Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* the person or organization designated in the declarations, but only with respect to his liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises described in the declarations by the *Named Insured*.
 2. The insurance does not apply to structural alterations, new construction or demolition operations performed by or for said person or organization.

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SECTION II SPECIAL PROVISIONS ENDORSEMENT C

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(9) ADDITIONAL INSURED (OIL OR GAS OPERATIONS – WORKING INTERESTS, NON-OPERATING) – Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured*:

(1) the *Named Insured* with respect to any non-operating working interest in any oil or gas lease with any Co-Owners, Joint Venturer or Mining Partner, but only with respect to liability arising out of such interest;

(2) any Co-Owners, Joint Venturer or Mining Partner of the *Named Insured* having a non-operating working interest with the *Named Insured* in any oil or gas lease, but only with respect to its liability arising out of such interest;

(3) the *Named Insured* and any Owners or Co-Owners of oil or gas leases but only with respect to their liability for operations conducted by the *Named Insured* as operating agent under written contract with such Owner or Co-Owner.

To the extent insurance would be afforded under this provision, the exclusion under "Persons Insured" with respect to the designation of any partnership or joint venture as a *Named Insured* shall not apply.

(10) ADDITIONAL INSURED (PREMISES LEASED TO THE NAMED INSURED) – Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* the person or organization designated in the declarations, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises designated in the declarations leased to the *Named Insured*, and subject to the following additional exclusions:

The insurance does not apply to: (1) any *occurrence* which takes place after the *Named Insured* ceases to be a tenant in said premises; or (2) structural alterations, new construction or demolition operations performed by or on behalf of the person or organization designated in the declarations.

(11) ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS – PERMITS) – Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* any state or political subdivision thereof designated in the declarations, subject to the following additional provisions:

(1) The insurance applies only with respect to operations performed by or on behalf of the *Named Insured* for which the state or political subdivision has issued a permit.

(2) The insurance does not apply to *bodily injury* or *property damage*: (a) arising out of operations performed for the state or municipality; or (b) included within the *completed operations hazard*.

(3) If *property damage* liability coverage (Coverage B) is not otherwise afforded, such insurance shall nevertheless apply with respect to operations performed by or on behalf of the *Named Insured* for which such permit has been issued subject to the limits of liability stated in the declarations.

(12) ADDITIONAL INSURED (STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES) – Provision 1. of Part C. (Persons Insured) is amended to include as an *Insured* any state or political subdivision designated in the declarations, subject to the following additional provisions:

(1) The insurance for any such *Insured* applies only with respect to such of the following hazards for which the state or political subdivision has issued a permit in connection with premises owned by, rented to or controlled by the *Named Insured* and to which *bodily injury* liability coverage (Coverage A) applies: (a) the existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances; coal holes, driveways, manholes, marquees, hoistway openings, sidewalk vaults, street banners or decorations and similar exposures; (b) the construction, erection or removal of *elevators*; (c) the ownership, maintenance or use of any *elevators* covered by Section II of the policy.

(2) If *property damage* liability coverage (Coverage B) is not otherwise afforded, such insurance shall nevertheless apply with respect to operations performed by or on behalf of the *Named Insured* in connection with the hazard for which the permit has been issued subject to the limits of liability stated in the declarations.

(13) ADDITIONAL INSURED (TEAMS, DRAFT OR SADDLE ANIMALS) – With respect to the ownership, maintenance, operation, use, loading or unloading of draft or saddle animals and vehicles for use therewith, Provision 1. of Part C. (Persons Insured) is amended to include any person or organization legally responsible for the use of such animals or vehicles, other than a person or organization or any employee thereof to whom the *Named Insured* has rented such animals or vehicles; provided that the actual use of such animals or vehicles is by the *Named Insured* or with his permission.

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SECTION II SPECIAL PROVISIONS ENDORSEMENT B

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- A. Application — Such insurance as is afforded by the COMPREHENSIVE GENERAL LIABILITY FORM is amended by a provision below shown as applicable in SECTION II COVERAGE DECLARATIONS B. Such insurance as is afforded by the CONTRACTUAL LIABILITY ENDORSEMENT (if made a part of the policy) is amended by all provisions below shown as applicable in SECTION II COVERAGE DECLARATIONS B, except for the "additional Insured" provisions.

B. Provisions

(1) ADDITIONAL INSURED (OWNERS OR CONTRACTORS)

1. Provision 1. of Part C. (Persons Insured) of the COMPREHENSIVE GENERAL LIABILITY FORM is amended to include as an Insured the person or organization named in SECTION II COVERAGE DECLARATIONS B (hereinafter called "additional Insured"), but only with respect to liability arising out of: (a) operations performed for the additional Insured by the Named Insured at the location designated in such declarations; or (b) acts or omissions of the additional Insured in connection with his general supervision of such operations.
2. None of the exclusions under Provision 1. of Part B. (Exclusions) of the COMPREHENSIVE GENERAL LIABILITY FORM, except exclusions (a), (e), (g), (h), (k), (o), (p) and (q), apply to this insurance.
3. The following exclusions are added under Provision 1. of Part B. (Exclusions) of the COMPREHENSIVE GENERAL LIABILITY FORM.

This insurance does not apply to:

- (a) bodily injury or property damage occurring after
 - (1) all work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional Insured at the site of the covered operations has been completed; or
 - (2) that portion of the Named Insured's work out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project;
- (b) bodily injury or property damage arising out of any act or omission of the additional Insured or any of his employees, other than general supervision of work performed for the additional Insured by the Named Insured; or
- (c) property damage to
 - (1) property owned or occupied by or rented to the additional Insured,
 - (2) property used by the additional Insured,
 - (3) property in the care, custody or control of the additional Insured or as to which the additional Insured is for any purpose exercising physical control, or
 - (4) work performed for the additional Insured by the Named Insured.
4. When used in reference to this insurance, "work" includes materials, parts and equipment furnished in connection therewith.
5. When used as a premium basis, "cost" means the total cost to the additional Insured with respect to operations performed for the additional Insured during the policy period by the Named Insured at the location designated herein, of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.

(2) ADDITIONAL INSURED (OWNERS OR LESSEES)

1. Provision 1. of Part C. (Persons Insured) of the COMPREHENSIVE GENERAL LIABILITY FORM is amended to include as an Insured the person or organization named in SECTION II COVERAGE DECLARATIONS B but only with respect to liability arising out of operations performed for such Insured by or on behalf of the Named Insured.

2. The applicable limit of The Travelers' liability for the insurance afforded under the CONTRACTUAL LIABILITY ENDORSEMENT forming a part of the policy shall be reduced by any amount paid as damages under this provision in behalf of the person or organization named in SECTION II COVERAGE DECLARATIONS B.

(3) BROAD FORM PROPERTY DAMAGE

1. The exclusions under Provision 1. of Part B. (Exclusions) of the COMPREHENSIVE GENERAL LIABILITY FORM relating to property damage to: (a) property owned, occupied or used by or rented to the Insured or in the care, custody or control of the Insured or as to which the Insured is for any purpose exercising physical control; (b) the Named Insured's products arising out of such products or any part thereof; and (c) work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith, are replaced by the following exclusions (w), (x) and (y):

(w) property damage

- (1) to property owned or occupied by or rented to the Insured, or except with respect to the use of elevators, to property held by the Insured for sale or entrusted to the Insured for storage or safekeeping,

- (2) except with respect to liability under a written sidetrack agreement or the use of elevators to

- (a) property while on premises owned by or rented to the Insured for the purpose of having operations performed on such property by or on behalf of the Insured,

- (b) tools or equipment while being used by the Insured in performing his operations,

- (c) property in the custody of the Insured which is to be installed, erected or used in construction by the Insured,

- (d) that particular part of any property, not on premises owned by or rented to the Insured,

- (i) upon which operations are being performed by or on behalf of the Insured at the time of the property damage arising out of such operations, or

- (ii) out of which any property damage arises, or

- (iii) the restoration, repair or replacement of which has been made or is necessary by reason of faulty workmanship thereon by or on behalf of the Insured;

- (x) with respect to the completed operations hazard (if the insurance otherwise applies to property damage included within such hazard) and with respect to any classification stated in SECTION II COVERAGE DECLARATIONS B as "including completed operations", to property damage to work performed by or on behalf of the Named Insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith; or

- (y) with respect to the products hazard (if the insurance otherwise applies to property damage included within such hazard), to property damage to the Named Insured's products arising out of such products or any part of such products.

2. The insurance afforded by this provision shall be excess insurance over any valid and collectible property insurance (including any deductible portion thereof) available to the Insured, such as but not limited to Fire and Extended Coverage, Builder's Risk Coverage or Installation Risk Coverage, and Provision B. of General Condition A. 13. (Other Insurance) of the GENERAL PROVISIONS is amended accordingly.

3. Should the insurance afforded by this provision include "completed operations", as indicated in SECTION II COVERAGE DECLARATIONS B, Exclusion 1. (x) above is replaced by the following:

- "(x) with respect to the completed operations hazard and with respect to any classification stated in SECTION II COVERAGE DECLARATIONS B as "including completed operations", to property damage to work performed by the Named Insured arising out of such work or any portion thereof, or out of such materials, parts or equipment furnished in connection therewith; or"

- (4) **EXCLUSION (COLLAPSE HAZARD)** – The insurance does not apply to property damage included within the “collapse hazard”. The “collapse hazard” includes “structural property damage” as defined herein and property damage to any other property at any time resulting therefrom. “Structural property damage” means the collapse of or structural injury to any building or structure due to:

- (1) grading of land, excavating, borrowing, filling, back-filling, tunnelling, pile driving, coffer-dam work or caisson work; or
- (2) moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support thereof.

The “collapse hazard” does not include property damage:

- (a) arising out of operations performed for the Named Insured by independent contractors;
- (b) included within the completed operations hazard or the underground property damage hazard; or
- (c) for which liability is assumed by the Insured under an incidental contract.

- (5) **EXCLUSION (EXPLOSION HAZARD)** – The insurance does not apply to property damage included within the “explosion hazard”. The “explosion hazard” includes property damage arising out of blasting or explosion.

The “explosion hazard” does not include property damage:

- (1) arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment;
- (2) arising out of operations performed for the Named Insured by independent contractors;
- (3) included within the completed operations hazard or the underground property damage hazard; or
- (4) for which liability is assumed by the Insured under an incidental contract.

- (6) **EXCLUSION (BLOWOUT AND CRATERING HAZARDS)** – With respect to operations performed by the Named Insured and described in SECTION II COVERAGE DECLARATIONS B, the insurance does not apply to property damage to property located on or above the surface of the earth and arising out of blowout or cratering of any well.

- (7) **EXCLUSION (SALINE SUBSTANCES CONTAMINATION)** – With respect to operations performed by or on behalf of the Named Insured and described in SECTION II COVERAGE DECLARATIONS B, the insurance does not apply to property damage included within the “saline substances contamination hazard”. The “saline substances contamination hazard” includes property damage to any of the following wherever located:

- (1) oil, gas, water or other mineral substances, if the property damage is caused directly or indirectly by a saline substance; or
- (2) any other property, if the property damage results from the property damage described in subdivision (1) of this hazard.

- (8) **EXCLUSION (UNDERGROUND PROPERTY DAMAGE HAZARD)** – The insurance does not apply to property damage included within the “underground property damage hazard”. The “underground property damage hazard” includes “underground property damage” as defined herein and property damage to any other property at any time resulting therefrom. “Underground property damage” means property damage to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus in connection therewith, beneath the surface of the ground or water, caused by and occurring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

The “underground property damage hazard” does not include property damage:

- (1) arising out of operations performed for the Named Insured by independent contractors;

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- (2) included within the completed operations hazard; or
- (3) for which liability is assumed by the Insured under an incidental contract.

(9) **EXCLUSION (UNDERGROUND RESOURCES AND EQUIPMENT)** – With respect to operations performed by or on behalf of the Named Insured and described in the declarations, the insurance does not apply to:

- (1) property damage included within the “underground resources and equipment hazard”;
- (2) the cost of reducing any property included within the “underground resources and equipment hazard” to physical possession above the surface of the earth, or above the surface of any body of water, or to the expense incurred or rendered necessary to prevent or minimize property damage to other property resulting from acts or omissions causing property damage included within the “underground resources and equipment hazard”.

The “underground resources and equipment hazard” includes property damage to any of the following:

- (a) oil, gas, water or other mineral substances which have not been reduced to physical possession above the surface of the earth or above the surface of any body of water;
- (b) any well, hole, formation, strata or area in or through which exploration for or production of any substance is carried on; or
- (c) any casing, pipe, bit, tool, pump or other drilling or well servicing machinery or equipment located beneath the surface of the earth in any such well or hole or beneath the surface of any body of water.

(10) **LIMITS OF LIABILITY – SPECIFIC LOCATION** – The limits of liability shall be as stated in SECTION II COVERAGE DECLARATIONS B with respect to the ownership, maintenance, or use of the premises designated in such declarations and operations necessary or incidental thereto, but this provision does not apply to other premises owned, rented or controlled by the Named Insured or operations on or from such other premises. The absence of an entry means the corresponding limit of liability stated in SECTION II COVERAGE DECLARATIONS A applies.

A. Insuring Agreements

1. **Comprehensive Automobile Liability – Coverage C (Bodily Injury) and Coverage D (Property Damage) –** The Travelers will pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of:

- (a) bodily injury; or
- (b) property damage;

to which this insurance applies, caused by an occurrence and arising out of the ownership, maintenance or use, including loading and unloading, of any automobile.

The Travelers shall have the right and duty to defend any suit against the Insured seeking damages on account of such bodily injury or property damage, even if any of the allegations of the suit are groundless, false or fraudulent, and may make such investigation and settlement of any claim or suit as it deems expedient, but The Travelers shall not be obligated to pay any claim or judgment or to defend any suit after the applicable limit of The Travelers' liability has been exhausted by payment of judgments or settlements.

2. **Automobile Medical Payments – Coverage F –** The Travelers will pay all reasonable medical expense incurred within one year from the date of the accident:

- (a) under Division 1 – to or for each person who sustains bodily injury, caused by accident, while occupying a designated automobile which is being used by a person for whom bodily injury liability insurance is afforded under this form with respect to such use; and
- (b) under Division 2 – to or for each Insured who sustains bodily injury, caused by accident, while occupying or while a pedestrian, through being struck by a highway vehicle.

3. **Supplementary Payments – Coverages C and D –** The Travelers will pay, in addition to the applicable limit of liability:

- (a) all expenses incurred by The Travelers, all costs taxed against the Insured in any suit defended by The Travelers and all interest on the entire amount of any judgment therein which accrues after entry of the judgment and before The Travelers has paid or tendered or deposited in court that part of the judgment which does not exceed the limit of The Travelers' liability thereon;
- (b) premiums on appeal bonds required in any such suit, premiums on bonds to release attachments in any such suit for an amount not in excess of the applicable limit of liability of this insurance, and the cost of bail bonds required of the Insured because of accident or traffic law violation arising out of the use of any vehicle to which this insurance applies, not to exceed \$250 per bail bond, but The Travelers shall have no obligation to apply for or furnish any such bonds;
- (c) expenses incurred by the Insured for first aid to others at the time of an accident, for bodily injury to which this insurance applies; and
- (d) reasonable expenses incurred by the Insured at The Travelers' request in assisting The Travelers in the investigation or defense of any claim or suit, including actual loss of earnings, not to exceed \$25 per day.

B. Exclusions

1. **Coverages C and D do not apply to:**

- (a) liability assumed by the Insured under any contract or agreement;
- (b) any obligation for which the Insured or any carrier as his insurer may be held liable under any workmen's compensation, unemployment compensation or disability benefits law, or under any similar law;

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- (c) bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured or to any obligation of the Insured to indemnify another because of damages arising out of such injury;

but this exclusion does not apply to any such injury arising out of and in the course of domestic employment by the Insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

- (d) property damage to:

(1) property owned or being transported by the Insured; or

(2) property rented to or in the care, custody or control of the Insured, or as to which the Insured is for any purpose exercising physical control, other than property damage to a residence or private garage by a private passenger automobile covered by this insurance;

- (e) bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution or to any act or condition incident to any of the foregoing, with respect to expenses for first aid under Insuring Agreement A. 3. (Supplementary Payments);

- (f) bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

2. Coverage F does not apply:

- (a) to bodily injury to any person or Insured while employed or otherwise engaged in duties in connection with an automobile business, if benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law;

- (b) to bodily injury due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or condition incident to any of the foregoing;

- (c) under Division 1, to bodily injury to any employee of the Named Insured arising out of and in the course of employment by the Named Insured, but this exclusion does not apply to any such bodily injury arising out of and in the course of domestic employment by the Named Insured unless benefits therefor are in whole or in part either payable or required to be provided under any workmen's compensation law; or

- (d) under Division 2, to bodily injury sustained while occupying a highway vehicle owned by any Insured, or furnished for the regular use of any Insured by any person or organization other than the Named Insured.

C. Persons Insured

1. Coverages C and D

- a. Each of the following is an Insured to the extent set forth below:

(1) the Named Insured;

(2) any partner or executive officer thereof, but with respect to a non-owned automobile only while such automobile is being used in the business of the Named Insured;

(3) any other person while using an owned automobile or a hired automobile with the permission of the Named Insured, provided his actual operation or (if he is not operating) his other actual use thereof is within the scope of such permission, but with respect to bodily injury or property damage arising out of the loading or unloading thereof, such other person shall be an Insured only if he is:

(i) a lessee or borrower of the automobile; or

(ii) an employee of the Named Insured or of such lessee or borrower;

(4) any other person or organization but only with respect to his or its liability because of acts or omissions of an Insured under (1), (2) or (3) preceding.

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b. None of the following is an Insured:

- (1) any person while engaged in the business of his employer with respect to bodily injury to any fellow employee of such person injured in the course of his employment;
- (2) the owner or lessee (of whom the Named Insured is a sub-lessee) of a hired automobile or the owner of a non-owned automobile, or any agent or employee of any such owner or lessee;
- (3) an executive officer with respect to an automobile owned by him or by a member of his household;
- (4) any person or organization, other than the Named Insured, with respect to:
 - (i) a motor vehicle while used with any trailer owned or hired by such person or organization and not covered by like insurance in The Travelers (except a trailer designed for use with a private passenger automobile and not being used for business purposes with another type motor vehicle); or
 - (ii) a trailer while used with any motor vehicle owned or hired by such person or organization and not covered by like insurance in The Travelers;
- (5) any person while employed in or otherwise engaged in duties in connection with an automobile business, other than an automobile business operated by the Named Insured.

This insurance does not apply to bodily injury or property damage arising out of: (a) a non-owned automobile used in the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in the GENERAL DECLARATIONS as a Named Insured; or (b) if the Named Insured is a partnership, an automobile owned by or registered in the name of a partner thereof.

2. Coverage F – Division 2 – Each of the following is an Insured to the extent set forth below:

- a. any person indicated as "Designated Person Insured" in SECTION III COVERAGE DECLARATIONS A;
- b. while residents of the same household as such designated person, his spouse and the relatives of either;

and if such designated person shall die, any person who was an Insured at the time of such death shall continue to be an Insured.

D. Limits of Liability

1. Coverages C and D – For the purposes of determining the limit of The Travelers' liability, all bodily injury and property damage arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

Regardless of the number of: (a) Insureds under this insurance; (b) persons or organizations who sustain bodily injury or property damage; (c) claims made or suits brought on account of bodily injury or property damage; or (d) automobiles to which this insurance applies, The Travelers' liability is limited as described below.

- (a) **Single Limit of Liability** – If a single limit of liability is stated in SECTION III COVERAGE DECLARATIONS A for Coverages C and D, the limit stated in such declarations as applicable to "each occurrence" is the total limit of The Travelers' liability limited as described below.

The limit of The Travelers' liability for all damages:

- (1) because of bodily injury sustained by one person as the result of any one occurrence; and
- (2) because of bodily injury sustained by two or more persons as the result of any one occurrence; and
- (3) because of property damage sustained by one or more persons or organizations as the result of any one occurrence;

shall first be the respective amounts of bodily injury and property damage liability insurance specified in the motor vehicle financial responsibility law of the state in which the automobile is principally garaged, and such amounts shall then be supplemented by any amount remaining within the single limit of liability stated in SECTION III COVERAGE DECLARATIONS A, which limit is the total limit of The Travelers' liability for all damages sustained by one or more persons or organizations because of bodily injury and property damage as the result of any one occurrence.

(b) **Separate Limits of Liability** — If separate limits of liability are stated in SECTION III COVERAGE DECLARATIONS A for Coverages C and D, the following applies:

(1) **Coverage C** — The limit of bodily injury liability stated in SECTION III COVERAGE DECLARATIONS A as applicable to "each person" is the limit of The Travelers' liability for all damages, including damages for care and loss of services, because of bodily injury sustained by one person as the result of any one occurrence; but subject to the above provision respecting "each person", the total liability of The Travelers for all damages, including damages for care and loss of services, because of bodily injury sustained by two or more persons as the result of any one occurrence shall not exceed the limit of bodily injury liability stated in such declarations as applicable to "each occurrence".

(2) **Coverage D** — The total liability of The Travelers for all damages because of all property damage sustained by one or more persons or organizations as the result of any one occurrence shall not exceed the limit of property damage liability stated in SECTION III COVERAGE DECLARATIONS A as applicable to "each occurrence".

2. **Coverage F** — The limit of liability for Coverage F stated in SECTION III COVERAGE DECLARATIONS A as applicable to "each person" is the limit of The Travelers' liability for all medical expense for bodily injury to any person, including any Insured, as the result of any one accident.

When more than one medical payments coverage afforded by the policy applies to the loss, The Travelers shall not be liable for more than the amount of the highest applicable limit of liability.

E. Definitions

1. "Automobile" means a land motor vehicle, trailer or semi-trailer designed for travel on public roads (including any machinery or apparatus attached thereto), but does not include mobile equipment.
2. "Automobile business" means the business or occupation of selling, repairing, servicing, storing or parking automobiles.
3. "Bodily injury" means bodily injury, sickness or disease sustained by any person which occurs during the period this insurance is in effect, including death at any time resulting therefrom.
4. "Designated automobile" as used under Coverage F means an automobile designated in the declarations and includes:
 - (a) an automobile not owned by the Named Insured while temporarily used as a substitute for an owned automobile designated in the declarations when withdrawn from normal use for servicing or repair or because of its breakdown, loss or destruction; and
 - (b) a trailer designed for use with a private passenger automobile, if not being used for business purposes with another type automobile and if not a home, office, store, display or passenger trailer.
5. "Highway vehicle" as used under Coverage F means a land motor vehicle or trailer other than:
 - (a) a farm type tractor or other equipment designed for use principally off public roads, while not upon public roads;
 - (b) a vehicle operated on rails or crawler-treads; or
 - (c) a vehicle while located for use as a residence or premises.
6. "Hired automobile" means an automobile not owned by the Named Insured which is used under contract in behalf of, or loaned to, the Named Insured, provided such automobile is not owned by or registered in the name of: (a) a partner or executive officer of the Named Insured; or (b) an employee or agent of the Named Insured who is granted an operating allowance of any sort for the use of such automobile.

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7. "Insured" means any person or organization qualifying as an Insured under Part C. (Persons Insured).

The insurance afforded applies separately to each Insured against whom claim is made or suit is brought except with respect to the limits of The Travelers' liability.

8. "Medical expense" as used under Coverage F means expense for necessary medical, surgical, X-ray and dental services, including prosthetic devices and necessary ambulance, hospital, professional nursing and funeral services.
9. "Mobile equipment" means a land vehicle (including any machinery or apparatus attached thereto), whether or not self-propelled: (a) not subject to motor vehicle registration; (b) maintained for use exclusively on premises owned by or rented to the Named Insured, including the ways immediately adjoining; (c) designed for use principally off public roads; or (d) designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicle: power cranes, shovels, loaders, diggers and drills; concrete mixers (other than the mix-in-transit type); graders, scrapers, rollers and other road construction or repair equipment; air-compressors, pumps and generators, including spraying, welding and building cleaning equipment; and geophysical exploration and well servicing equipment.
10. "Named Insured" means the person or organization named in the GENERAL DECLARATIONS.
11. "Non-owned automobile" means an automobile which is neither an owned automobile nor a hired automobile.
12. "Occupying" as used under Coverage F means in or upon or entering into or alighting from.
13. "Occurrence" means an accident, including continuous or repeated exposure to conditions, which results in bodily injury or property damage neither expected nor intended from the standpoint of the Insured.
14. "Owned automobile" means an automobile owned by the Named Insured.
15. "Private passenger automobile" means a four-wheel private passenger or station wagon type automobile.
16. "Property damage" means (a) physical injury to or destruction of tangible property which occurs during the period this insurance is in effect, including the loss of use thereof at any time resulting therefrom, or (b) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the period this insurance is in effect.
17. "Trailer" includes semi-trailer but does not include mobile equipment.

F. Additional Conditions

1. **Coverages C and D – Excess Insurance – Hired and Non-Owned Automobiles** – With respect to a hired automobile or a non-owned automobile, this insurance shall be excess insurance over any other valid and collectible insurance available to the Insured.
2. **Coverage F – Excess Insurance – Automobile Medical Payments** – Except with respect to an owned automobile, the insurance under Division 1 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance.

The insurance under Division 2 shall be excess insurance over any other valid and collectible automobile medical payments or automobile medical expense insurance available to the Insured under any other policy.

3. **Coverage F – Non-Applicability of Subrogation Condition – Automobile Medical Payments** – General Condition A.16. (Subrogation) does not apply to Coverage F – Automobile Medical Payments.
4. **Out of State Insurance** – If, under the provisions of the motor vehicle financial responsibility law or the motor vehicle compulsory insurance law or any similar law of any state or province, a non-resident is required to maintain insurance with respect to the operation or use of a motor vehicle in such state or province and such insurance requirements are greater than the insurance provided by the policy, the limits of The Travelers' liability and kinds of coverage afforded by the policy shall be as set forth in such law, in lieu of the insurance otherwise provided by the policy, but only to the extent required in such law and only with respect to the operation or use of a motor vehicle in such state or province;

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provided that the insurance under this provision shall be reduced to the extent that there is other valid and collectible insurance under this or any other motor vehicle insurance policy. In no event shall any person be entitled to receive duplicate payments for the same elements of loss.

5. This form is subject to:

- (a) any declarations or endorsements indicated as applicable to it; and
- (b) the GENERAL PROVISION FORM as amended above.

G. Special State Provisions — Any automobile principally garaged in a state listed below is subject to the exception applicable to that state.

- 1. Maryland, New Hampshire, North Carolina, Vermont — Contamination or Pollution — It is agreed that with respect to bodily injury and property damage the exclusions relating to any emission, discharge, seepage, release or escape of any liquid, solid, gaseous or thermal waste or pollutant are hereby deleted.**
- 2. Virginia — The failure or refusal of the Insured to cooperate with or assist The Travelers which prejudices The Travelers' defense of an action for damages arising out of the operation or use of an automobile shall constitute non-compliance with the requirements of the policy that the Insured shall cooperate with and assist The Travelers.**

Commercial Policies

DECLARATIONS A - AUTOMOBILE COVERAGES

(Applicable to Sections III and IV)

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1. Policy No: **650-584016-3-COF-76** Issue Date: **10/5/76**
2. Forms Applicable - **COMPREHENSIVE AUTOMOBILE FORM** ☒ **SCHEDULE LIABILITY FORM** ☐
AUTOMOBILE PHYSICAL DAMAGE FORM ☒
3. Coverage Afforded and Limits of Liability - Insurance is afforded for such of the following coverages for which a limit of liability or an "X" is inserted. The limit of The Travelers' liability for each such coverage shall be as stated herein or as shown in SECTIONS III AND IV COVERAGE DECLARATIONS B.

Coverage	Limits of Liability	
	each person	each occurrence
Liability - Section III		
C. Bodily Injury Liability	\$ 500,000	\$ 1,000,000
D. Property Damage Liability		\$ 100,000
C. Bodily Injury Liability and Property Damage Liability	Single Limit	each occurrence
D. Property Damage Liability	\$	
F. Automobile Medical Payments	\$	
U. Uninsured Motorists (See Item 6c herein.)		

Physical Damage - Section IV

- O - Comprehensive ☒
- P - Collision ☒
- Q - Fire, Lightning or Transportation ☐
- R - Theft ☐
- S - Combined Additional ☐

TT - Towing - subject to a limit of \$25 for each dismemberment ☐

4. Liability - Section III
- a. Bodily Injury Liability and Property Damage Liability Coverages - **SCHEDULE AUTOMOBILE LIABILITY FORM** - Insurance is afforded for only such automobile hazards for which an "X" is inserted.
- ☐ Owned Automobile ☐ Hired Automobiles ☐ Non-owned Automobiles
- b. Automobile Medical Payments
1. Division 1 - Insurance is afforded only with respect to the type of automobile for which an "X" is inserted.
- ☐ Any owned automobile ☐ Any licensed owned private passenger automobile
- ☐ Any hired automobile ☐ Any non-owned automobile
- ☐ Any automobile with Coverage F designated in the SECTIONS III AND IV COVERAGE DECLARATIONS B ☐ Other - describe:
2. Designated Person Insured - Division 2: (Insurance does not apply in the absence of a specific entry.)
- c. Uninsured Motorists
1. Description of Insured Highway Vehicles - Insurance is afforded only with respect to the insured highway vehicles for which an "X" is inserted.
- ☒ Any automobile owned by the Named Insured.
- ☐ Any private passenger automobile owned by the Named Insured.
- ☐ Any highway vehicle described with Coverage U designated in the SECTIONS III AND IV COVERAGE DECLARATIONS B and a highway vehicle ownership of which is acquired during the period Section III is in effect by the Named Insured as a replacement therefore.
- ☐ Any mobile equipment owned or leased by and registered in the name of the Named Insured.
- ☐ Other - Describe:
2. Designated Insured:

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Commercial Policies**DECLARATIONS A - AUTOMOBILE COVERAGES**
(Applicable to Sections III and IV)Symbol 3078
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3. Applicable Endorsement: The limit of liability indicated for Coverage U is indicated below. Insurance for property damage shall be subject to any deductible as stated in the applicable state endorsement.

State or Jurisdiction	Endorsement Symbol	Limits of Liability			Property Damage Each Occurrence
		Each Person	Bodily Injury Each Occurrence		
NY	3200	\$ 10,000	\$ 20,000		

5. Physical Damage - Section IV

a. Newly Acquired Automobiles -

1. Coverages - With respect to automobiles newly acquired during the period Section IV is in effect, the coverages afforded are those for which an "X" is inserted.

A coverage is subject to any deductible amount shown. The limit of liability is actual cash value.

Coverages		Deductible Amount
O - Comprehensive	<input checked="" type="checkbox"/>	\$
P - Collision	<input checked="" type="checkbox"/>	\$ 100
Q - Fire, Lightning or Transportation	<input type="checkbox"/>	xxxxx
R - Theft	<input type="checkbox"/>	\$
S - Combined Additional	<input type="checkbox"/>	\$25 (Malicious Mischief or Vandalism)
TT - Towing - subject to a limit of \$25 for each disablement	<input type="checkbox"/>	xxxxx

2. Types of Newly Acquired Automobiles - Each such coverage shall apply only to those types of newly acquired automobiles for which an "X" is inserted.

	Coverage Applicable
<input checked="" type="checkbox"/> all covered automobiles	
<input type="checkbox"/> all registered covered automobiles	
<input type="checkbox"/> all covered automobiles of the private passenger type	
<input type="checkbox"/> all covered automobiles of the commercial type	

When so entered, in addition:

- ☒ when reported by the Named Insured to The Travelers within 30 days after their delivery
☐ excluding vehicles leased to the Named Insured
☐ excluding under Coverage P (Collision) any vehicle not having an actual cash value of at least \$ _____
☐ describe: _____

- b. Maximum Limit of Liability - The Travelers shall not be liable for more:
 than \$25,000 for any one covered automobile unless a higher limit is stated hereafter: \$ _____
 than \$100,000 for all covered automobiles at any one location unless a higher limit is stated hereafter: \$ _____
 than \$250,000 for all covered automobiles unless a higher limit is stated hereafter: \$ _____

The Travelers
Commercial Policies**AUTOMOBILE SCHEDULE AND PREMIUMS**
(Applicable to Sections III and IV)Symbol 308C
Page 1 of 21. Policy No: **650-584A016-3-COF-76**Issue Date: **10/5/76**

2. Scheduled Automobiles and Coverages Afforded - The following discloses all the automobiles as of the effective date of these declarations: (a) owned by the Named Insured or (b) leased to the Named Insured under a written agreement for a term not less than one year. Insurance is afforded only for such coverages as are indicated by an "X" or for which deductible amount inserted in the coverage column below:

Auto No.	Description or No. of Automobiles by Class	Coverages (See "NOTES" on reverse side)										
		C	N F	D	F	U	Limit of Liability	O Ded.	Q	R Ded.	S	TT P ACV Ded.
1	74 CHEV 1K69Y4T188895 6NA (1998-93)	X	A	X		X	ACV	X				100
2	76 CHEV CHEVELLE (POLICE CAR) 1C29V6B564528 7948-93	X	A	X		X	ACV	X				100
3	70 FORD P/U F11YH70853 014-9-93	X	A	X		X	ACV	X				100
4	76 CHEV P/U CKL1461160672 014-9-93	X	A	X		X	ACV	X				100
5	61 FWD CHASSIS TRAILER H21989 684-9-93	X	X	X		X	ACV	X				100

3. Loss Payee - Any loss under Coverages O, P, Q, R and S to an automobile described or designated below is payable as interest may appear to the Named Insured and the Loss Payee named below.

Description or Designation of Automobile

Name and Address of Loss Payee

4. Interest of Named Insured in Covered Automobiles - Except with respect to bailment lease, conditional sale, purchase agreement, mortgage or other encumbrance, the Named Insured is the sole owner of all covered automobiles unless otherwise stated herein:

5. Premiums - The premiums stated below are included in the total premium for the policy as shown in the GENERAL DECLARATIONS, and are subject to adjustments as described in the GENERAL PROVISIONS FORM.

Premiums stated below are as designated: ☒ Provisional ☐ Non-Provisional

Owned Automobiles, including automobiles leased for a term not less than one year

* Annual Premiums			
Bodily Injury	PIP	Property Damage	Medical Payments
\$ 958 INCL		492 \$	
			Uninsured Motorist \$ 21

Total premium for all Section IV coverages
Hired Automobiles **3671**

Types			* Rates Per \$100 Cost of Hire		* Annual Premiums	
Hired	Town & State of Principal Use	Estimated Cost of Hire	Bodily Injury	Property Damage	Bodily Injury	Property Damage
ALL	VARIOUS				INCL	INCL

Non-Owned Automobiles			* Rates Per Person		* Annual Premiums	
Tot. Empl.	Headquarters Town and State		Bodily Injury	Property Damage	Bodily Injury	Property Damage
30	HIGHLAND, NY				\$ 33	\$ 14

*If a single rate or premium applies to bodily injury and to property damage, such rate or premium is included under bodily injury and "INCL" is indicated under property damage.

The Travelers Commercial Policies

AUTOMOBILE SCHEDULE AND PREMIUMS SUPPLEMENTAL (Applicable to Sections III and IV)

Symbol 300C
Page 2 of 2

1. Policy No: **650-584A016-3-COF-76** Issue Date: **10/5/76**
2. Coverages Afforded — When there are one or more entries below for a covered automobile designated hereunder, the coverages, limit of liability and deductibles applicable to such automobiles are as shown herein. Insurance is afforded only for such coverages as are indicated by an "X" or a deductible amount inserted in a coverage column below:

[illegible]